

eTrepid Technologies, LLC

AMENDED AND RESTATED OPERATING AGREEMENT
POST-EFFECTIVE EXECUTION PAGE

By his, her or its signature below, the undersigned hereby consents to and agrees to be bound by the terms and provisions of that certain Amended and Restated Operating Agreement dated effective as of November 1, 2001 between eTrepid Technologies, LLC, a Nevada limited liability company (the "Company"), and its Members (as amended from time to time, the "Operating Agreement"), a current copy of which has been received by the undersigned from the Company.

The undersigned hereby acknowledges that the undersigned has received and reviewed the Operating Agreement. The undersigned hereby further acknowledges and agrees that the undersigned shall have all of the rights, preferences and obligations under the Operating Agreement as a "Class A Member," "Class B Member," or "Class C Member" or, generally as a "Member," as defined and used therein. The undersigned's execution of this Amended and Restated Operating Agreement Post-Effective Execution Page constitutes the undersigned's execution and acceptance of the Operating Agreement, and this Amended and Restated Operating Agreement Post-Effective Execution Page shall constitute an executed counterpart to the Operating Agreement, including any future amendments, restatements or modifications thereof which may be duly approved and adopted in accordance therewith.

IN WITNESS WHEREOF, this Amended and Restated Operating Agreement Post-Effective Execution Page has been executed by the undersigned as of 12th December, 2001.

SIGNATURE BLOCK FOR
INDIVIDUAL MEMBER:

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR JOINT
MEMBER (IF ANY):

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR ENTITY
MEMBER:

ROSE NOMINEES A/L 23361

Name of Entity or Trust

By: [Signature]

Signature

MARIE-LOUISE WEBB JOAN RICHARDSON

Name of Authorized Representative

AUTHORIZED SIGNATORY AUTHORIZED SIGNATORY

Title or Authorized Capacity

eTreppid Technologies, LLC

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IN WITNESS WHEREOF, this Amended and Restated Operating Agreement Post-Effective Execution Page has been executed by the undersigned as of December 1, 2001.

**SIGNATURE BLOCK FOR
 INDIVIDUAL MEMBER:**

 Name (Print or Type)

 Signature

**SIGNATURE BLOCK FOR JOINT
 MEMBER (IF ANY):**

 Name (Print or Type)

 Signature

**SIGNATURE BLOCK FOR ENTITY
 MEMBER:**

FIRST DELPHIUM CAPITAL, LLC
 Name of Entity or Trust

By: 
 Signature

DOUGLAS J. FRYE
 Name of Authorized Representative

MANAGER
 Title or Authorized Capacity

eTreppid Technologies, LLC

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IN WITNESS WHEREOF, this Amended and Restated Operating Agreement Post-Effective Execution Page has been executed by the undersigned as of 5 December, 2001.

**SIGNATURE BLOCK FOR
 INDIVIDUAL MEMBER:**

J. M. DAVIN, an individual
 Name (Print or Type)

[Signature]
 Signature

**SIGNATURE BLOCK FOR JOINT
 MEMBER (IF ANY):**

 Name (Print or Type)

 Signature

**SIGNATURE BLOCK FOR ENTITY
 MEMBER:**

 Name of Entity or Trust

By: _____
 Signature

 Name of Authorized Representative

 Title or Authorized Capacity

eTreppid Technologies, LLC

**AMENDED AND RESTATED OPERATING AGREEMENT
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IN WITNESS WHEREOF, this Amended and Restated Operating Agreement Post-Effective Execution Page has been executed by the undersigned as of December 1, 2001.

**SIGNATURE BLOCK FOR
INDIVIDUAL MEMBER:**

Name (Print or Type)

Signature

**SIGNATURE BLOCK FOR JOINT
MEMBER (IF ANY):**

Name (Print or Type)

Signature

**SIGNATURE BLOCK FOR ENTITY
MEMBER:**

THE SAMINGO TRUST
(FBO HARRISON PRATHER FRYE)

Name of Entity or Trust

By: 

Signature

DOUGLAS J. FRYE

Name of Authorized Representative

TRUSTEE

Title or Authorized Capacity

CLASS B MEMBER SIGNATURE PAGE
eTreppid Technologies, LLC

THE UNDERSIGNED hereby certifies and states that: (i) he or she is an original subscribing or transferee Class B Member of eTreppid Technologies, LLC, a Nevada limited liability company (the "Company"); (ii) he or she has read the Amended and Restated Operating Agreement of the Company dated and adopted as of January 1, 1999, as amended by First Amendment on July 7, 2000 (the "eTreppid Operating Agreement"), specifically including Article 9, "Restrictions on Transfer of Membership Interests; Admission and Substitution of New Members," and Sections 16.11 and 16.12, "Arbitration of Disputes," and "Waiver of Jury Trial," respectively, thereof; (iii) upon the prior approval by a Majority in Interest of the Members entitled to Vote concerning the Transfer of any Units of the Company or admission of any new Member to the Company pursuant to Article 9 of the eTreppid Operating Agreement (if so required), and upon executing and delivering this counterpart signature page to the Management Committee of the Company, he or she will become a new or substituted Class B Member, as the case may be, of the Company; and (iv) the execution of this Class B Member Signature Page shall constitute the undersigned's execution and delivery of the eTreppid Operating Agreement as a party thereto and shall constitute his or her acceptance and agreement to be bound by the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned, individually or by an authorized representative, has executed and delivered this CLASS B MEMBER SIGNATURE PAGE as of the day and year set forth below, which document shall be attached to and become a part of the eTreppid Operating Agreement.

DATED AND EXECUTED ON:

JULY 27, 2000

**NUMBER AND CLASS OF UNITS AND
PERCENTAGE INTEREST PURCHASED OR
TRANSFERRED:**

--- 111.11 --- Class B Units

N/A % Percentage Interest

**AMOUNT OF ORIGINAL CAPITAL
CONTRIBUTION OR PRO RATA AMOUNT OF
ASSIGNED CAPITAL CONTRIBUTION:**

\$ 9,999.50

**SIGNATURE BLOCK FOR INDIVIDUAL
MEMBER:**

Name (Print or Type)

Signature

**SIGNATURE BLOCK FOR JOINT MEMBER
(IF ANY):**

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR ENTITY MEMBER:

ESR YEAR 2000 TRUST

Name of Entity or Trust

By: _____

Signature

Harvey A. Bookstein

Name of Authorized Representative

Trustee

Title or Authorized Capacity

eTreppid Technologies, LLC

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The undersigned hereby acknowledges that the undersigned has received and reviewed the Operating Agreement. The undersigned hereby further acknowledges and agrees that the undersigned shall have all of the rights, preferences and obligations under the Operating Agreement as a "Class A Member," "Class B Member," or "Class C Member" or, generally as a "Member," as defined and used therein. The undersigned's execution of this Amended and Restated Operating Agreement Post-Effective Execution Page constitutes the undersigned's execution and acceptance of the Operating Agreement, and this Amended and Restated Operating Agreement Post-Effective Execution Page shall constitute an executed counterpart to the Operating Agreement, including any future amendments, restatements or modifications thereof which may be duly approved and adopted in accordance therewith.

IN WITNESS WHEREOF, this Amended and Restated Operating Agreement Post-Effective Execution Page has been executed by the undersigned as of _____, 2001.

**SIGNATURE BLOCK FOR
INDIVIDUAL MEMBER:**

KENNY ROGERS

Name (Print or Type)

Signature

**SIGNATURE BLOCK FOR ENTITY
MEMBER:**

Name of Entity or Trust

By: _____
Signature

**SIGNATURE BLOCK FOR JOINT
MEMBER (IF ANY):**

Name (Print or Type)

Signature

Name of Authorized Representative

Title or Authorized Capacity

CLASS C MEMBER SIGNATURE PAGE
eTreppid Technologies, LLC

THE UNDERSIGNED hereby certifies and states that: (i) he or she is an original subscribing or transferee Class C Member of eTreppid Technologies, LLC, a Nevada limited liability company (the "Company"); (ii) he or she has read the Amended and Restated Operating Agreement of the Company dated and adopted as of November 1, 2001 (the "Operating Agreement"), specifically including Article 9, "Restrictions on Transfer of Membership Interests; Admission and Substitution of New Members," and Sections 16.11 and 16.12, "Arbitration of Disputes," and "Waiver of Jury Trial," respectively, thereof; (iii) upon the prior approval by a Majority in Interest of the Members entitled to Vote concerning the Transfer of any Units of the Company or admission of any new Member to the Company pursuant to Article 9 of the Operating Agreement (if so required), and upon executing and delivering this counterpart signature page to the Company, he or she will become a new or substitute Class C Member, as the case may be, of the Company; and (iv) the execution of this Class C Member Signature Page shall constitute the undersigned's execution and delivery of the Operating Agreement as a party thereto and shall constitute his or her acceptance and agreement to be bound by the terms and conditions thereof, including any future amendments, restatements or modifications thereof which may be duly approved and adopted.

IN WITNESS WHEREOF, the undersigned, individually or by an authorized representative, has executed and delivered this CLASS C MEMBER SIGNATURE PAGE as of the day and year set forth below, which document shall be attached to and become a part of the Operating Agreement of eTreppid Technologies, LLC.

DATED AND EXECUTED ON:

NOV 6 2007

SIGNATURE BLOCK FOR INDIVIDUAL
MEMBER:

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR JOINT MEMBER
(IF ANY):

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR ENTITY MEMBER:

Glenbrook Partners, a Nevada partnership
By: Prim Ventures, Inc., Its General Partner

Name of Entity or Trust

By: Wayne Prim

Signature

Wayne Prim

Name of Authorized Representative

Chairman

Title or Authorized Capacity

CLASS C MEMBER SIGNATURE PAGE

eTreppid Technologies, LLC

THE UNDERSIGNED hereby certifies and states that: (i) he or she is an original subscribing or transferee Class C Member of eTreppid Technologies, LLC, a Nevada limited liability company (the "Company"); (ii) he or she has read the Amended and Restated Operating Agreement of the Company dated and adopted as of November 1, 2001 (the "Operating Agreement"), specifically including Article 9, "Restrictions on Transfer of Membership Interests; Admission and Substitution of New Members," and Sections 16.11 and 16.12, "Arbitration of Disputes," and "Waiver of Jury Trial," respectively, thereof; (iii) upon the prior approval by a Majority in Interest of the Members entitled to Vote concerning the Transfer of any Units of the Company or admission of any new Member to the Company pursuant to Article 9 of the Operating Agreement (if so required), and upon executing and delivering this counterpart signature page to the Company, he or she will become a new or substitute Class C Member, as the case may be, of the Company; and (iv) the execution of this Class C Member Signature Page shall constitute the undersigned's execution and delivery of the Operating Agreement as a party thereto and shall constitute his or her acceptance and agreement to be bound by the terms and conditions thereof, including any future amendments, restatements or modifications thereof which may be duly approved and adopted.

IN WITNESS WHEREOF, the undersigned, individually or by an authorized representative, has executed and delivered this CLASS C MEMBER SIGNATURE PAGE as of the day and year set forth below, which document shall be attached to and become a part of the Operating Agreement of eTreppid Technologies, LLC.

DATED AND EXECUTED ON:

10/16/02

SIGNATURE BLOCK FOR INDIVIDUAL MEMBER:

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR JOINT MEMBER (IF ANY):

Name (Print or Type)

Signature

SIGNATURE BLOCK FOR ENTITY MEMBER:

Holloway TAHOE, LLC

Name of Entity or Trust

By: _____

Signature

William Randall Holloway

Name of Authorized Representative

MANAGING MEMBER


Title or Authorized Capacity

FILED

CODE 1312

2006 JAN 23 PM 1:53

RONALD A. LONGTIN, JR.

BY 
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

ETREPRID TECHNOLOGIES, L.L.C., a
California Corporation,

Plaintiff,

Case No. CV06-00114

vs.

Dept. No. B10

DENNIS MONTGOMERY, an individual;
and DOES 1 through 20,

Defendants.

CASE ASSIGNMENT NOTIFICATION


I hereby certify the above-entitled matter has been randomly reassigned to
Department No. B9, from Department No. B10, and is this forwarded to the Department,
for consideration of acceptance.

Additional information:

On the day of 20th, January, 2006, a Peremptory Challenge of Judge was
filed.

Dated this 23rd day of January, 2006.

RONALD A. LONGTIN, JR.
Clerk of the Court

By 
Deputy Clerk

Custom Case Information

Court Type: District Court Claim/Value:
 Location: District Court Filing:
 Case Type: RANDOM ASSIGNMENT - GENERAL Security: Weight: ☐ Jury
 Case ID: Agency: ☐ Tracking

Party	Demographic	Short Docket	Ltd Event	Charge	Arst/Det	Traffic Detail
Party Type:	<input type="text" value="JUDGE"/> Judge			ID: <input type="text" value="D9"/>	<input checked="" type="radio"/> Person <input type="radio"/> Organization	
Last Name:	<input type="text" value="PERRY"/>					
First Name:	<input type="text" value="ROBERT"/>	Middle Name:	<input type="text" value="H."/> Prefix: <input type="text" value="HONORABLE"/> Suffix: <input type="text"/>			
Address Type:	<input type="text" value="MA"/> Mailing					
Address:	<input type="text" value="Confidential"/>				Phone: <input type="text"/> <input type="text"/>	
City:	<input type="text"/>					
State/Prov:	<input type="text"/>	ZIP/PC:	<input type="text"/>			
County:	<input type="text"/>					
<input checked="" type="checkbox"/> Confidential Address						

CERTIFICATE OF SERVICE

Case No. CV06-00114

Pursuant to NRCP 5 (b), I certify that I am an employee of the Second Judicial District Court, and that on the 23rd day of January, 2006, I deposited in the Washoe County mailing system for postage and mailing with the U.S. Postal Service in Reno, Nevada, a true copy of the attached document, addresses to:

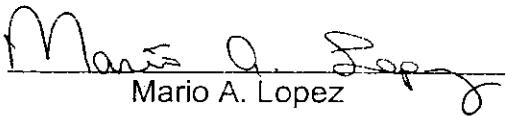
Ronald J. Logar, Esq.
Eric A. Pulvar, Esq.
Jennifer Christie, Esq.
LAW OFFICES OF LOGAR & PULVAR, PC
225 S. Arlington Avenue, Suite A
Reno, NV 89501

Jerry M. Snyder, Esq.
Hale Lane Peek Dennison and Howard
5441 Kietzke Lane
Second Floor
Reno, NV 89511

And hand delivered to the following:

Judge Robert H. Perry

Dated this 23rd day of January, 2006.


Mario A. Lopez